International Chamber of Commerce
The world business organisation

NCND – NON CIRCUMVENTION NON DISCLOSURE

This agreement, made and entered into this day of **, 20**__, the effective date, shall obligate the undersigned parties, and their partners, associates employers, affiliates, subsidiaries, parent company, nominees, representatives employees, successors, clients, and assigns, hereinafter referred to as (the "**parties**") jointly severally, mutually, and reciprocally for the terms and conditions expressly stated and agreed to below, and that this agreement may be referenced from time to time in any document(s) or agreements. The terms and conditions of this agreement apply to any exchange of information written or oral, involving financial information, personal or corporate names, contracts initiated by or involving the "parties", and any addition, renewal, extension, roll-over, amendment, re-negotiation, or new agreement, hereinafter referred to as the ("project/transaction") for the purchase of all commodities.

This Agreement is intended to conform to the terms and conditions outlined in *INCO'TERMS 2000 and its latest revisions (2002)*; and to the legal standards and principles of the *International Chamber of Commence (I.C.C.)* Paris France, which Chamber is recognized as the agency establishing the jurisprudence respecting matters of international commerce.

WHEREAS the parties to this Agreement intend to be legally bound to respect the terms and conditions and mutual covenants hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the foregoing and the terms herein set forth, the Parties hereto agree as follows:

1. The "parties" intending to be legally bound, hereby irrevocably, agree, and guarantee each other they shall not, directly or indirectly interfere with, circumvent or attempt to circumvent, avoid, by-pass, or obviate each others interest, or the interest or relationship between the "parties" with producers, sellers, buyers, brokers, dealers distributors, refiners, shippers, financial institutions, technology owners, or manufacturers, to change, increase, or avoid directly or indirectly payment of established or to be established fees, commissions, or continuance of pre-established relationship or intervene in un-contracted relationship with manufacturers or technology owners with intermediaries entrepreneurs, legal counsel, or initiate buy/sell relationships, or transactional relationships that by-pass one of the "parties" with any corporation, producer, technology owner, partnership, or individual revealed or introduced by one of the "parties'" to one another in connection with any on-going or future "transaction" or "project".

2. Furthermore, the "parties" irrevocably agree that they shall not disclose or otherwise reveal directly or indirectly, to any third party, any confidential information provided by one party to the other, or otherwise acquired, particularly, contract terms, relevant information, or manufacturing processes, prices, fees, financing provided by one party to the other, or otherwise acquired, particularly, contract terms, product information, or manufacturing processes, prices, fees, financing arrangements, schedules, or information concerning the identity of sellers, producers, buyers, lenders, borrower brokers, lenders, distributors, refiners, manufacturers, technology owners, or the representatives, and specific individual names, addresses, principals, fax/telephone numbers, references, product or technology information, confidential or and/or other information, advised by one "party" (s) to another as being privileged, without the prior specific written consent of the "party" (s) providing such information.

3. This agreement shall be valid for a minimum period of five (5) years from the date of the agreement, and for five (5) years after completion of each transaction via exchange of information, whichever occurs later, with additional five (5) years automatic roll-over/renewals at the close of each transaction or exchange of information, an thereafter at the end of any roll-over period, without the need for advisement, unless mutually agreed in writing to be terminated by all the "parties", which termination can occur only at the end of any roll-over period, and must be acknowledged by notice through certified mail thereof; if notice is not given by all the "parties" within ten (10) days after the beginning of a new roll-over period, it shall be construed that the agreement is in full force and in effect between the "parties" for another five (5) years.

4. Commissions, fees, compensation, or remunerations to be paid as part of transaction covering any "parties" to this agreement, shall be agreed upon by separate written agreement by the "parties" concerned and shall be paid at the time such contract designated, concluded or monies changing hands between buyers and sellers, unless otherwise agreed among the "parties". The "parties" hereby irrevocably, an unconditionally agree and guarantee to honor and respect all such fees, or remuneration arrangements made as part of a commission, "transaction" even in the event that the "party (s)" is not an integral member to a specific commission and fee/remuneration agreement.

5. The Parties hereto shall respect the integrity and tangible value of the price whereby compensation is earned and claims for fees honored by the Party benefit thereby and Parties agree in pursuance of that object that they severally shall not in any manner whatsoever at any time or place attempt to circumvent the validity or integrity in the contact process in any transactions in which they are mutually involved now and hereafter.

6. The execution of each transaction shall be coordinated by an international bar which shall serve as an intermediary, hereinafter referred to as the 'clearing house' which shall have full responsibility and authority to: (i) verify the adequacy of the documentation required to complete the transaction, including but not limited to contract letters of credit, marine insurance, bills of sale, and other documentation, (ii) confirm inspection/ analysis, price, quantity, delivery, and location of the product being bought and sold, and (iii) effect payment and transfer of amounts, out of the letters of credit and other asset, due to sellers, banks, brokers, intermediaries, and other parties to the transaction. Confidentiality, Non-Circumvention and Non-Disclosure applies to all parties of the agreement and said rules and regulations shall remain in full force for a period of five (5) years from the date of this agreement with additional extensions to be agreed upon. ICC rules and regulations shall govern this agreement.

7. All parties agree that the provisions of this Agreement apply to all current and all future dealings and transactions, contracts, new contracts generated from the same parties or new parties derived from the same parties after introduction by either Party hereto, their extensions, additions, renewal, roll-overs, continuations, amendments, renegotiations parallel contracts / agreements, third Party assignments, introductions, proposed bids or contracts contemplated and in progress to date, or other transactions between any Party or Parties within the chain or contacts or introductions of the Parties in the procurement of sales, purchases, financing or beneficial contracts to or for the advantage of any Party or Parties hereto and arising from the efforts, directly or indirectly of any of the Party or Parties hereto or said entities notified in writing to the office of any of the other Party or Parties hereto.

8. The parties to this Agreement agree that while the intent is to mutually agree to do business in an honorable and honest manner, there may be times when disputes, if any, can-not be resolved in an amicable manner. Where any such controversy, claim or dispute arises between the Parties hereto, they shall be settled by the Parties in accordance with the following procedures which are intended to set a formal arbitration method to deal with such unforeseen disputes that cannot be settled amicably.

a. **Commencement**: In the event of any dispute, difference or claim arising out of or relating to this Agreement or the performance, enforcement, breach, attempts to terminate or validity thereof, the parties shall use their best endeavors to settle such disputes or differences. To this effect, they shall consult and negotiate with each other, in good faith and understanding of their mutual interests, to reach a just and equitable solution satisfactory to all parties.

b. **Arbitration**: If the parties to this Agreement do not reach an amicable solution within a period of thirty (30) days, then the disputes, differences, controversies, or claims which may arise out of this Agreement shall be finally settled by arbitration at the Arbitration Court in Turkey or in Arbitration Court in the USA or in Arbitration Court in England, in accordance with the rules and procedures of the stated Arbitration Court.

c. **Judgment**: The decision of the stated Arbitration Court shall be final and binding upon all Parties to this Agreement.

d. **Timely Settlement of Judgment**: Prompt disposal of any dispute is important to the parties of this Agreement. The parties agree that the resolution of any disputes shall be conducted expediently, to the end that final disposal of it shall be accomplished in three (3) months or less after final judgment is rendered by the Arbitration Court.

e. **Legal Fees and Expenses Remedy**: In the event that an amicable settlement cannot be agreed to by mutual discussion and/or arbitration by a third party, each of the "parties" subject to the declared breach shall be responsible for their own legal expenses, until a settlement or judgment is reached, provided however, that the party found in default by a

judgment shall compensate in full the aggrieved party for all of its legal expenses, not withstanding any other provisions of the judgment.

9. All parties to this Agreement agree that each retains the right to hire a licensed Independent Accounting Auditor to conduct a complete accounting audit of all accounting records at the expense of the party who wishes to conduct the audit. A minimum of ten (10) working days' written notice must be given to the other party by the party requesting the audit.

10. All parties hereto further agree that if any discrepancies are found during the Independent accounting audit where it is discovered that any of the provisions of this Agreement pertaining to any financial transactions have been violated by the party being audited and the due commissions have been withheld and not paid as per the provisions of this Agreement, the affected party shall make restitution and pay in full the commissions amount so withheld to the party con-ducting the audit within forty-eight hours of such discovery of the discrepancies by the auditors. In cases where such discrepancies are discovered during the audit, the parties hereto agree that the audited party shall assume full financial responsibility for the total expenses for the independent accounting audit and upon completion of the accounting audit, shall make immediate payment for such expenses directly to the Independent Accounting Auditor firm who conducted the audit.

11. Notwithstanding any other provisions of this Agreement, all parties hereto, under penalty of perjury, irrevocably and with full legal authority and corporate responsibility, do hereby agree to protect, and to not circumvent their beneficiaries and/or intermediaries and to extend all of the protections contained in this Agreement to their beneficiaries and/or intermediaries who have materially and directly assisted in the final closing of the respective "project" or "transaction."

12. If one or more provisions of this Agreement are determined to be invalid, unenforceable, or otherwise avoidable, such a determination shall not affect the other provisions of this Agreement and specifically shall not invalidate the parties' agreement to arbitrate.

13. Any notice or other communication regarding the contents of this Agreement to be given hereunder by each party shall be in writing and shall be delivered personally, or sent by courier (charges paid), registered or certified mail (return receipt requested, postage prepaid), or by email. Any such notice shall be deemed given (i) when personally delivered, (ii) fifteen (15) business days after mailing by registered or certified mail, (iii) seven (7) business days after mailing by courier or (iv) when transmitted by email with an answerback confirmation of receipt, unless otherwise changed by notice delivered in the manner provided above, to the addresses of each party as indicated at the end of this Agreement.

This agreement is valid for any and all transaction between the parties herein and shall be governed by the enforceable law in Turkish Courts, Canadian Courts, USA Courts, English Courts, French Courts, Singapore Courts, or under Swiss Laws in Zurich & Geneva. In the event of a dispute, the arbitration laws of one of these Jurisdictions will apply in accordance with their complainants choosing.

The signing parties hereby accept such selected jurisdiction as the exclusive venue. The duration of the Agreement shall perpetuate for five (5) years from the date hereof.

Signatures on this Agreement received by way of Facsimile, Mail and/or E-mail shall be deemed to be an executed contract agreement enforceable and admissible for all purposes as may be necessary under the terms of the Agreement.

All signatories hereto acknowledge that they have read the foregoing Agreement and by their initials and signatures that they have full and complete authority to legally execute this document for and in the name of the party for which they have given their signatures.

ACCEPTED AND AGREED WITHOUT CHANGE

1st Party Signed and Sealed:

Date Signed:

Full Name:

Designation:

Address:

Telephone:

Fax number:

Email:

Signature:

2nd Party Signed and Sealed:

Date Signed:

Full Name:

Designation:

Address:

Telephone:

Fax number:

Email:

Signature:

3rd Party Signed and Sealed:

Date Signed:

Full Name:

Designation:

Address:

Telephone:

Fax number:

Email:

Signature:

4th Party Signed and Sealed:

Date Signed:

Full Name:

Designation:

Address:

Telephone:

Fax number:

Email:

Signature:

5th Party Signed and Sealed:

Date Signed:

Full Name:

Designation:

Address:

Telephone:

Fax number:

Email:

Signature:

6th Party Signed and Sealed:

Date Signed:

Full Name:

Designation:

Address:

Telephone:

Fax number:

Email:

Signature: